

## REMARKS

The Examiner has rejected claims 1 and 2 as being anticipated by Whidden '175. The Examiner indicates that Whidden discloses an oil boom comprising a plurality of chambers including a plurality of bladders, and that it further discloses a spring valve assembly 212 that allows for simultaneous inflation of succeeding bladders. While the Examiner is correct in this assessment of Whidden, that reference fails to anticipate independent claims 1 and 2.

Independent product claim 1 includes a clamping spring assembly that provides compressive force to flatten an air passage that communicates between first and second inflatable bladders. By flattening the air passage, the clamping spring assembly prevents air flow through the air passage between the first and second bladders. It is only when the first bladder is inflated that the clamping spring assembly is forced apart to open the air passage and allow air travel. Each of these limitations are found in all claims. The claimed structure is neither taught nor suggested in Whidden '175. In Whidden, neoprene tube 188 is the air passage between first and second bladders. This air passage is not maintained closed until partial inflation of the first bladders causes the air passage to open, as required by claim 1. And there is nowhere taught or suggested a clamping spring assembly that provides compressive force to flatten the air passage and thereby prevent air travel from the first bladder to the second bladder. Indeed, the valve 164 within the neoprene tube 188 is specifically disclosed as being "maintained in an open position" so that air may travel through the open air passage of neoprene tube 188. While it is true that valve 186 closes the communication of neoprene tube 188 with the second bladder, it presents a structure and functioning that can not satisfy the structure and functioning currently claimed.

The advances made by the present invention should be readily apparent. In Whidden, neoprene tube 188 must ultimately be removed once the neighboring first and second bladders have been filled. Otherwise, a hole in one bladder would empty neighboring bladders inasmuch as the spring 212 that forces diaphragm 210 into contact with O-ring 216 to prevent air from escaping from the boom chamber is not made strong enough to keep the valve closed.

Rather, it is the air pressure within the chamber that keeps the valve closed. This is discussed at column 9, lines 12-28 of Whidden '175. Thus, if the neoprene tube 188 were not removed after inflating neighboring chambers, a hole in the chamber filled through neoprene tube 188 may result in the deflation of the bladder from which neoprene tube 188 receives air during the filling process. In the present device, air passages between the chamber are not removed but rather automatically open or close as a given situation demands. That is, during inflation, air pressure within one bladder will eventually force the air passage open to allow for the filling of a neighboring bladder, and, if one bladder begins to lose pressure due to a hole, the loss of pressure in that bladder will soon allow the associated clamping spring assemblies to close off their air passages to maintain the integrity of the remainder of the bladders.

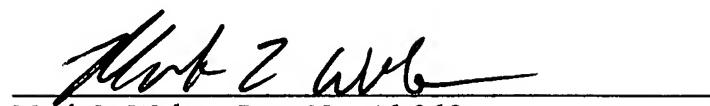
Regarding the method claims, the same arguments apply. Whidden '175 does not show a method wherein a valve including an air passage and clamping spring assembly is fixed between first and second bladders, wherein the clamping spring assembly biases the air passage to a flattened state that does not permit the flow of air through the air passage.

A number of dependent claims have been added to provide additional structure and method steps. Each of these dependent claims are allowable for being dependent upon an allowable base claim.

In light of the foregoing, reconsideration is respectfully requested, and a Notice of Allowance for all pending claims is earnestly solicited. Should the Examiner wish to discuss any of the foregoing in greater detail, the undersigned attorney would welcome a telephone call.

Six new dependent claims have been added, however, no additional fees are believed due at this time. Nonetheless, in the event that a fee required for the filing of this document is missing or insufficient, the undersigned attorney hereby authorizes the Commissioner to charge payment of any fees associated with this communication or to credit any overpayment to Deposit Account No. 18-0987.

Respectfully submitted,

  
\_\_\_\_\_  
Mark L. Weber, Reg. No. 46,069  
Ray L. Weber, Reg. No. 26,519  
Renner, Kenner, Greive, Bobak, Taylor & Weber  
First National Tower - Fourth Floor  
Akron, Ohio 44308-1456  
Telephone: (330) 376-1242  
Facsimile: (330) 376-9646

Attorney for Applicant(s)

Dated: 27 Jan 2005